

**STATE OF ILLINOIS
ILLINOIS COMMERCE COMMISSION**

NTS Services Corp.)	
-vs-)	
Gallatin River Communications, LLC)	
d/b/a CenturyLink)	Docket No. 12-0116
)	
Formal Complaint Pursuant to Sections)	
13-515 and 10-108 of the Illinois Public)	
Utilities Act)	

Amended Verified Formal Complaint

NTS Services Corp. (“NTS”), by its attorneys, and pursuant to Sections 13-515, 9-250, 10-101 and 10-108 of the Illinois Public Utilities Act (“PUA”), and pursuant to Sections 200.170 of the Illinois Administrative Code (“Code”), respectfully petitions the Illinois Commerce Commission for an order holding that Gallatin River Communications, LLC d/b/a CenturyLink (“CenturyLink”) is in violation of Sections 9-250 and 13-514 of the PUA, and in breach of the parties’ interconnection agreement entered pursuant to Sections 251 and 252 of the Federal Communications Act, 47 U.S.C. § 251, 252.

Introduction

Since the inception of the relationship between NTS and CenturyLink and its predecessor, NTS has suffered from CenturyLink’s either inexplicable incompetence and/or out-right anticompetitive actions. NTS purchases from CenturyLink unbundled network elements (“UNEs”) both individually and in combinations to provide voice telecommunications and Internet services to NTS’ customers in Pekin, Illinois.¹ CenturyLink has routinely provided

¹ As approved by the Commission on October 25, 2006 in case no. 06-0583.

incorrect loop length and quality information. CenturyLink bills incorrectly and fails to adequately review NTS' disputes. When CenturyLink does agree to a disputed amount, conceding that the charge was not valid, CenturyLink has issued credits to NTS but not enough. CenturyLink routinely delays NTS' orders without rationale and in violation of both the ICA and CenturyLink's own Service Ordering Guide. CenturyLink also fails to promptly and accurately repair loops purchased by NTS. CenturyLink's conduct threatens NTS' ability to provide local services to its customers and to compete against CenturyLink.²

NTS requests that the Commission enforce the interconnection mandates of Illinois law and (1) find that CenturyLink's charges and policies violate Sections 13-514 and 9-250 of the PUA; (2) find that CenturyLink's charges and policies violate the terms of the ICA between CenturyLink and NTS; (3) order CenturyLink to cease and desist from violating the parties' ICA; (4) order CenturyLink to cease and desist with any collection activity it may take, or has taken, against NTS to collect these charges; (5) order CenturyLink to provide NTS all valid bill credits; and (6) order CenturyLink to provide such further relief as may be permitted under the PUA, including, but not limited to damages, attorneys' fees and costs.

PARTIES

1. NTS is an Illinois C corporation with its headquarters in Pekin, Illinois. NTS received its certificate of service authority to provide telecommunications services in Illinois in 2001.

NTS currently has a binding and valid ICA with CenturyLink.

2. Respondent Gallatin River Telephone Company d/b/a CenturyLink is an Illinois

² NTS and CenturyLink are currently parties to a pending interconnection agreement arbitration case, Case No. 11-0567.

Corporation with headquarters in Monroe, Louisiana. CenturyLink is an incumbent local exchange carrier, as that term is defined in the Federal Communications Act of 1934, as amended by the Federal Telecommunications Act of 1996 (the “Act”).

3. CenturyLink and NTS have been in negotiations on the varied disputes between the carriers since 2008. In November 2009, representatives from both parties met with staff from the Commission for an informal mediation of NTS’ disputes. After a series of correspondence since then, it is plainly apparent that the parties are at an impasse.

4. Pursuant to Section 13-515(c) and (d)(2), NTS has notified CenturyLink of the violations alleged herein. For many of the allegations in this Complaint, CenturyLink has had notice for several months, or even years, and still failed to resolve the issues. On December 12, 2011, NTS contacted counsel for CenturyLink providing a draft of this Complaint and requested that CenturyLink provide a response to the issues raised and a plan whereby these long-standing issues would be resolved within 48 hours. Counsel for CenturyLink responded via letter on December 14, 2011. Again on January 18, 2012, counsel for NTS contacted counsel for CenturyLink with a revised version of the Complaint. Copies of the correspondence are attached hereto as part of Exhibit A. CenturyLink’s behavior since the mediation and written responses reflect a clear intention to continue to ignore NTS’ valid concerns thereby forcing NTS to seek Commission assistance via the formal complaint process.

5. Pursuant to Part 766.15(a) of the Commission's rules, NTS agrees to waive the statutory timeline requirements in Section 13-515(d) of the PUA.

6. Pursuant to Part 766.1050 of the Commission's Rules, NTS agrees to electronic service to the email addresses listed in the signature section contained herein for any service necessary.

JURISDICTION

7. NTS and CenturyLink are subject to the jurisdiction of the Commission with respect to the matters raised in this Complaint.

8. The Commission has jurisdiction over this proceeding under Sections 9-250, 10-101, 10-108, 13-514 and 13-515 of the Illinois Public Utilities Act and sections 2.8, 3.1, and 20 of the interconnection agreement.

9. The Commission has jurisdiction under the federal Telecommunications Act of 1996 under 47 U.S.C. § 251(d)(3) (conferring authority to state commissions to enforce any regulation, order or policy that is consistent with the requirements of Section 251) with respect to the matters raised in this Complaint.

LEGAL FRAMEWORK

10. Section 9-250 of the Illinois Public Utilities Act provides that “[t]he Commission shall have power . . . to investigate a single rate or other charge, classification, rule, regulation, contract or practice, or any number thereof, or the entire schedule or schedules of rates or other charges, classifications, rules, regulations, contracts and practices, or any thereof of any public utility, and to establish new rates or other charges, classifications, rules, regulations, contracts or practices or schedule or schedules, in lieu thereof.” 220 ILCS 5/9-250.

11. Section 13-514 of the Illinois Public Utilities Act (PUA) provides, in relevant part, as follows:

Sec. 13-514. Prohibited Actions of Telecommunications Carriers. A telecommunications carrier shall not knowingly impede the development of competition in any telecommunications service market. The following prohibited actions are considered per se

impediments to the development of competition; however, the Commission is not limited in any manner to these enumerated impediments and may consider other actions which impede competition to be prohibited:

(1) unreasonably refusing or delaying interconnections or collocation or providing inferior connections to another telecommunications carrier;

(2) unreasonably impairing the speed, quality, or efficiency of services used by another telecommunications carrier;

(6) unreasonably acting or failing to act in a manner that has a substantial adverse effect on the ability of another telecommunications carrier to provide service to its customers;

(8) violating the terms of or unreasonably delaying implementation of an interconnection agreement entered into pursuant to Section 252 of the federal Telecommunications Act of 1996 in a manner that unreasonably delays, increases the cost, or impedes the availability of telecommunications services to consumers;

(10) unreasonably failing to offer network elements that the Commission or the Federal Communications Commission has determined must be offered on an unbundled basis to another telecommunications carrier in a manner consistent with the Commission's or Federal Communications Commission's orders or rules requiring such offerings;

(11) violating the obligations of Section 13-801;

(12) violating an order of the Commission regarding matters between telecommunications carriers. 220 ILCS 5/13-514.

12. Section 13-801(b) of the Illinois Public Utilities Act provides as follows:

13-801 (b) Interconnection.

(1) An incumbent local exchange carrier shall provide for the facilities and equipment of any requesting telecommunications carrier's interconnection with the incumbent local exchange carrier's network on just, reasonable, and nondiscriminatory rates, terms, and conditions:

(A) for the transmission and routing of local exchange, and exchange access telecommunications services;

(B) at any technically feasible point within the incumbent local exchange carrier's network; however, the incumbent local exchange carrier may not require the requesting carrier to interconnect at more than one technically feasible point within a LATA; and

(C) that is at least equal in quality and functionality to that provided by the incumbent local exchange carrier to itself or to any subsidiary, affiliate, or any other party to which the incumbent local exchange carrier provides interconnection.

220 ILCS § 5/13-801(b).

13. Section 13-515 of the Illinois Public Utilities Act reads as follows, in relevant part:

(a) The following expedited procedures shall be used to enforce the provisions of Section 13-514 of this Act. However, the Commission, the complainant, and the

respondent may mutually agree to adjust the procedures established in this Section.

(b) (Blank).

(c) No complaint may be filed under this Section until the complainant has first notified the respondent of the alleged violation and offered the respondent 48 hours to correct the situation. Provision of notice and the opportunity to correct the situation creates a rebuttable presumption of knowledge under Section 13-514. After the filing of a complaint under this Section, the parties may agree to follow the mediation process under Section 10-101.1 of this Act. The time periods specified in subdivision (d)(7) of this Section shall be tolled during the time spent in mediation under Section 10-101.1.

FACTS

14. NTS received its license to provide local and long distance interexchange services on March 7, 2001 in ICC Case No. 00-0687. On January 3, 2001, the Commission approved the first ICA between NTS and Gallatin River Communications LLC. The previously effective ICA between the parties was effective on October 25, 2006 in Case 06-0583. The parties attempted to negotiate a successor ICA but were unsuccessful and CenturyLink forced the expiration of the previously effective ICA.

15. In order to continue providing services, CenturyLink required NTS to accept the terms available in their template ICA (typically used for negotiation purposes) while maintaining existing rates, subject to true-up upon conclusion of an ICA. The parties were unable to come

to agreement on the rates in the proposed template ICA. CenturyLink filed for arbitration of the ICA on August 3, 2011 in Case No. 11-0567. See Exhibit H.

16. CenturyTel purchased the assets of Gallatin River's parent corporation, Madison River Communications Corp. in 2007. On July 1, 2009, CenturyTel completed its acquisition of the assets of Embarq Communications, Inc. and branded the combined company "CenturyLink."

Failure to Provide Accurate Loop Information

17. CenturyLink fails to provide accurate information as to end users' loop lengths and the presence of additional equipment on the loop such as load coils and bridge taps.

18. This has increased the costs for NTS to provide services, particularly in more rural markets. This has forced NTS to file a request at the Commission to abandon its Internet and telephone services in the Manito exchange.

19. From 2008-2010, CenturyLink used the Internet site MapQuest to provide loop length information rather than more accurate industry standard methods based on CenturyLink's actual network data.

20. Without the correct loop information, NTS could not obtain accurate pre-qualification information from these "driving directions" to provide the proper equipment to potential end users thereby reducing its ability to compete. Moreover, the inaccurate information provided by CenturyLink harmed NTS' reputation because end users were left with the incorrect impression that the poor data originated from and was NTS' responsibility.

21. CenturyLink has failed to refund the pre-qualification fees it charged for this "non-service" despite NTS' repeated billing disputes and inquiries. See Exhibit B.

Inaccurate Loop Labeling at MPOE

22. CenturyLink either inaccurately or completely fails to tag copper loops terminating into the minimum point of entry (“MPOE”) in multi-resident dwellings and offices. See Exhibit C for recent examples.

23. This prevents NTS’ technicians, as well as CenturyLink’s, from being able to identify which company is providing service on the loop. Without accurate loop identification information, repairs and installations are delayed. One example of this can be seen in Exhibit D.

24. CenturyLink has taken existing, active NTS’ loops and used them to provision services to CenturyLink’s customers, thereby eliminating service to NTS’ customers.

25. These delays frustrate customers and reflect poorly on NTS’ reputation and harm NTS ability to compete.

Inaccurate Billing

26. NTS issues disputes every month to CenturyLink. Since February 2008, NTS has filed more than three hundred twenty-five (325) billing disputes. See Exhibit E.

27. NTS follows all of CenturyLink’s dispute resolution guidelines. NTS currently has four outstanding disputes that are being “re-disputed” and nine open initial disputes. CenturyLink has not resolved a dispute since September 25, 2011.

28. Numerous circuit IDs are still being billed to all billing account numbers (“BANs”) after receiving a firm order commitment (“FOC”) with due date of cancellation from CenturyLink.

29. On some more recently installed loops, CenturyLink has overcharged on the service order charges allowed per the ICA classifying them as non-mechanized orders rather than mechanized.

30. On BAN # 304072809, a channel termination for 911 was cancelled in February, 2009 by NTS, but CenturyLink continued to bill the four 911 Link Trunks associated with this trunk at \$297.88 per month. NTS submitted disputes every month, but the credits were not issued until September 25, 2009.

31. For BAN# 304072809, CenturyLink has charged for two interconnection trunks at \$170.00 each as between February 2008 to May 2009. Per the ICA, there should be no charge associated. NTS has submitted disputes on these charges but CenturyLink has not yet fully credited the amounts due.

32. CenturyLink continues to bill charges on inactive BANs associated with directory assistance rather than on the proper BANs.

33. The total amount of current, open billing disputes according to NTS' records totals \$889.55. Additional examples of mis-billing may be identified during the course of this proceeding.

34. CenturyLink eliminated its dispute resolution portal on February 1, 2012 and now requires NTS to send disputes to an email address. This will prevent NTS from being able to track its disputes and determine whether they are active in CenturyLink's billing system.

Name and Street Address Discrepancy

35. From 2008 to 2010, for new customers that NTS is porting away from CenturyLink's services, NTS attempted to pre-qualify each order with CenturyLink seeking to ensure that the customer records match. As a result, the same name and address that NTS submitted on the local service request ("LSR") needed to be the same name and address that CenturyLink pre-qualified and a field on the LSR was then populated with the CenturyLink pre-qualified confirmation number.

36. Although the customer records match and a confirmation number was issued, CenturyLink's ordering system rejected many LSRs based on the name or address on the LSR allegedly being invalid. CenturyLink would then refuse to issue a firm order commitment date for installation until the name and address exactly matched what appeared in CenturyLink's ordering database, even if that information was wrong.

37. This created delays in installation, frustrating new customers, and even resulted in potential customers canceling their pending orders. This harmed NTS ability to provide a viable competitive alternative to CenturyLink in Pekin and surrounding areas.³

Installation and Repair Delays

38. In addition to the reasons for delays in installation and repair described above, there are numerous other examples whereby CenturyLink has failed to provide a reasonable level of service.

39. CenturyLink frequently misses the eight (8) day installation window for NTS' customers. Of the previous twenty-one (21) firm order commitment dates for NTS installations,

³ After the CenturyLink merger with Embarq, a new ordering system was implemented for Pekin. This system validates the name and address before an LSR may be submitted.

CenturyLink has missed seven (7). See Exhibit F for recent Section 730 and 732 Service Quality Reports.

40. CenturyLink's failure to provide service on a timely basis to NTS thereby negatively impacts the reports NTS files with the Commission, as well as harms NTS' reputation in the community,

41. When NTS is alerted to a service issue, NTS must issue a trouble ticket to CenturyLink. CenturyLink does not notify NTS when the repair has been completed. Instead, NTS must continually call to check on the status.

42. CenturyLink fails to provide adequate notice that a pending order will not be completed in time to meet the due date scheduled by CenturyLink. Often, an order is placed into jeopardy status on the due date or even after the due date has passed. See Exhibit F for an example of a recent incident.

43. For a recent example, NTS ordered a loop for DSL service on PON 37428 and received a FOC, order # 1052252597, with a due date of December 14, 2011. On December 19, 2011, NTS received a jeopardy notice on this PON stating that this customer already had phone and Internet service with CenturyLink and that NTS needed to call customer and tell her to call CenturyLink and cancel the service. I did call the customer and she was waiting to cancel CenturyLink services until NTS completed installation to avoid downtime. The customer was due for another install on December 20, 2011 and according to CenturyLink provisioning, the work scheduled for December 14, 2011 was still not completed.

44. On January 3, 2012, CenturyLink informed NTS that a CenturyLink analyst simply failed to see the request due to excessive workload.

45. CenturyLink has revised its account management functions with the net impact that it is even more difficult to resolve issues. Phone calls and emails to the new account manager are not returned in a timely fashion, if at all.

46. After the merger between Embarq and CenturyLink, CenturyLink instituted new circuit identification numbers. NTS has attempted to work with CenturyLink to migrate NTS' circuit identification numbers to new ones to prevent a delay when canceling or calling in a trouble ticket. This has not been successful. CTL has never offered to replace the old circuits with the new ones.

47. The impact of the circuit identification number migration creates an issue because the trouble ticket system does not recognize the old numbers. This causes a delay of an hour to up to several days before the ticket enters the trouble ticket system.

48. In October 2011, NTS technicians were unable to enter the Pekin central office. After several calls, NTS discovered that CTL had changed its access system without notifying NTS. Full access to NTS' collocation sites still has not been restored.

49. These installation and repair issues cause harm to NTS' reputation as the customers are left with the impression that NTS is not adequately communicating with them.

Equipment Testing Knocks Out Network

50. Beginning in July 2010, CenturyLink began turning off the main power in its downtown Pekin central office every Wednesday for an hour or more between 10am and 2pm, rather than during CenturyLink's standard maintenance window.

51. The reason for the shutdown allegedly was to test the back-up generators at the central office, although it only affects the power used by collocated carriers in that central office, not CenturyLink.

52. The net effect, however, is that all services were terminated for NTS' customers, including the ability to place 911 calls.

53. NTS brought this to CenturyLink's attention and was directed to order a power augment in its collocation thereby raising NTS' costs to provide service.

Unfair Marketing to NTS Customers

54. CenturyLink has engaged in marketing to customers that have chosen to switch from CenturyLink to NTS based on the port-out requests NTS sends to CenturyLink.

55. This practice was specifically declared to be illegal by the FCC and also violates the pro-competitive policies of this Commission. See Exhibit G for correspondence and records for one such event.

Slamming Customers to CenturyLink's Network

56. CenturyLink installed a digital loop carrier system at the Crescent Street neighborhood that will impact eighteen NTS customers. The net effect of this network change is that NTS is no longer legally entitled to order UNEs to serve those customers.

57. NTS has attempted to use different technologies to reach these customers and continues to test its options. NTS has issued a bona fide request to CenturyLink to determine the cost for building its own network there. CenturyLink has not responded other than to state that

any work could not be completed until well after the cut-over for the digital loop carrier system would be finished.

58. NTS received trouble reports from two customers in this neighborhood and sent a technician to investigate. The technician discovered that these NTS customers, along with two other customers, had already been transitioned to CenturyLink's physical network.

59. As such, CenturyLink provided voice and broadband services to these customers prior to the network migration and has engaged in slamming.

**COUNT ONE – CENTURYLINK'S ACTIONS VIOLATE SECTION 13-514 OF
THE ILLINOIS PUBLIC UTILITIES ACT**

60. NTS repeats the allegations contained in Paragraphs 14 through 59 above, as though fully stated herein.

61. Through the allegations contained in Paragraphs 14-59 above, CenturyLink has knowingly impeded the development of competition in the local exchange market, in violation of Section 13-514 of the PUA, 220 ILCS 5/13-514.

62. As a direct result of the foregoing violations of Section 13-514 of the PUA, NTS has suffered, and will continue to suffer direct, proximate and consequential damages.

**COUNT TWO – CENTURYLINK'S ACTIONS VIOLATE SECTION 13-514 OF
THE ILLINOIS PUBLIC UTILITIES ACT**

63. NTS repeats the allegations contained in Paragraphs 14 through 59 above, as though fully stated herein.

64. Through the allegations contained in Paragraphs 14-59 above, CenturyLink has knowingly impeded the development of competition in the market for the provision of voice and data transport services, in violation of Section 13-514 of the PUA, 220 ILCS 5/13-514.

65. As a direct result of the foregoing violations of Section 13-514 of the PUA, NTS has suffered, and will continue to suffer direct, proximate and consequential damages.

**COUNT THREE – CENTURYLINK’S ACTIONS VIOLATE SECTION 13-514 OF
THE ILLINOIS PUBLIC UTILITIES ACT**

66. NTS repeats the allegations contained in Paragraphs 14 through 59 above, as though fully stated herein.

67. Through the allegations contained in Paragraphs 14-59 above, CenturyLink has committed prohibited actions which impede competition in violation of Section 13-514 of the PUA, 220 ILCS 5/13-514.

68. As a direct result of the foregoing violations of Section 13-514 of the PUA, NTS has suffered, and will continue to suffer direct, proximate and consequential damages.

**COUNT FOUR – CENTURYLINK’S ACTIONS VIOLATE SECTION 13-514(1) OF
THE ILLINOIS PUBLIC UTILITIES ACT**

69. NTS repeats the allegations contained in Paragraphs 17 through 21; 22 through 25; 35 through 37; and 38 through 49 above, as though fully stated herein.

70. Through CenturyLink’s failures regarding: loop information; loop labeling; address discrepancy; and installation and repair delays, CenturyLink has unreasonably refused or

delayed interconnection, or is providing inferior connections to NTS in violation of 13-514(1) of the Illinois Public Utilities Act, 220 ILCS 5/13-514(1).

71. As a direct result of the foregoing violations of Section 13-514 of the PUA, NTS has suffered, and will continue to suffer direct, proximate and consequential damages.

**COUNT FIVE – CENTURYLINK’S ACTIONS VIOLATE SECTION 13-514(2) OF
THE ILLINOIS PUBLIC UTILITIES ACT**

72. NTS repeats the allegations contained in Paragraphs 17 through 21; 22 through 25; 35 through 37; 38 through 49; and 50 through 53 above as though fully stated herein.

73. Through CenturyLink’s failures regarding: loop information; loop labeling; address discrepancy; installation and repair delays; and power disruption, CenturyLink has unreasonably impaired the speed, quality or efficiency of services used by NTS in violation of Section 13-514(2) of the PUA, 220 ILCS 5/13-514(2).

74. As a direct result of the foregoing violations of Section 13-514 of the PUA, NTS has suffered, and will continue to suffer direct, proximate and consequential damages.

**COUNT SIX – CENTURYLINK’S ACTIONS VIOLATE SECTION 13-514(6) OF
THE ILLINOIS PUBLIC UTILITIES ACT**

75. NTS repeats the allegations contained in Paragraphs 17 through 21; 22 through 25; 35 through 37; 38 through 49; 50 through 53; 54 through 55; and 56 through 59 above as though fully stated herein.

76. Through CenturyLink’s failures regarding: loop information; loop labeling; address discrepancy; installation and repair delays; power disruption; unfair marketing; and

slamming, CenturyLink has unreasonably acted or failed to act in a manner that has had a substantial adverse affect on NTS' service abilities, in violation of Section 13-514(6) of the PUA, 220 ILCS 5/13-514(6).

77. As a direct result of the foregoing violations of Section 13-514 of the PUA, NTS has suffered, and will continue to suffer direct, proximate and consequential damages.

**COUNT SEVEN– CENTURLINK’S ACTIONS VIOLATE SECTION 13-514(8) OF
THE ILLINOIS PUBLIC UTILITIES ACT**

78. NTS repeats the allegations contained in Paragraphs 17 through 21; 22 through 25; 35 through 37; 38 through 49; 50 through 53; 54 through 55; and 56 through 59 above as though fully stated herein.

79. Through CenturyLink's failures regarding loop information, CenturyLink has violated Article 1 §31; Article 5 §2.1.3; Article 6 §2.2; and Article 6 §2.3 of the ICA between the parties. This violation delays, increases the cost, and impedes the availability of telecommunications services to consumers, in violation of Section 13-514(8) of the PUA, 220 ILCS 5/13-514(8).

80. Through CenturyLink's failures regarding loop labeling, CenturyLink has violated Article 1 §31; Article 5 §2.1.3; Article 6 §2.2; and Article 6 §2.3 of the ICA between the parties. This violation delays, increases the cost, and impedes the availability of telecommunications services to consumers, in violation of Section 13-514(8) of the PUA, 220 ILCS 5/13-514(8).

81. Through CenturyLink's failures regarding inaccurate billing and poor dispute resolution, CenturyLink has violated Article 1 §9.4 of the ICA between the parties. This violation

delays, increases the cost, and impedes the availability of telecommunications services to consumers, in violation of Section 13-514(8) of the PUA, 220 ILCS 5/13-514(8).

82. Through CenturyLink's failures regarding address discrepancy, CenturyLink has violated Article 1 §31; Article 5 §2.1.3; Article 6 §2.2; and Article 6 §2.3 of the ICA between the parties. This violation delays, increases the cost, and impedes the availability of telecommunications services to consumers, in violation of Section 13-514(8) of the PUA, 220 ILCS 5/13-514(8).

83. Through CenturyLink's failures regarding installation and repair delays, CenturyLink has violated Article 1 §31; Article 5 §2.1.3; Article 5 §2.4.1; Article 6 §2.2; Article 6 §2.3; Article 8 §1.0; Article 8 §2.5; and Article 10 §3.0 of the ICA between the parties. This violation delays, increases the cost, and impedes the availability of telecommunications services to consumers, in violation of Section 13-514(8) of the PUA, 220 ILCS 5/13-514(8).

84. Through CenturyLink's failures regarding power disruption, CenturyLink has violated Article 1 §31; Article 5 §2.1.3; Article 5 §2.4.1; Article 6 §2.2; and Article 6 §2.3 of the ICA between the parties. This violation delays, increases the cost, and impedes the availability of telecommunications services to consumers, in violation of Section 13-514(8) of the PUA, 220 ILCS 5/13-514(8).

85. Through CenturyLink's failures regarding unfair marketing, CenturyLink has violated Article 10 §14.1 of the ICA between the parties. This violation delays, increases the cost, and impedes the availability of telecommunications services to consumers, in violation of Section 13-514(8) of the PUA, 220 ILCS 5/13-514(8).

86. Through CenturyLink's failures regarding slamming, CenturyLink has violated Article 10 §14.1 of the ICA between the parties. This violation delays, increases the cost, and impedes

the availability of telecommunications services to consumers, in violation of Section 13-514(8) of the PUA, 220 ILCS 5/13-514(8).

87. As a direct result of the foregoing violations of Section 13-514 of the PUA, NTS has suffered, and will continue to suffer direct, proximate and consequential damages.

**COUNT EIGHT– CENTURYLINK’S ACTIONS VIOLATE SECTION 13-514(10) OF
THE ILLINOIS PUBLIC UTILITIES ACT**

88. NTS repeats the allegations contained in Paragraphs 17 through 21; 22 through 25; 35 through 37; and 38 through 49 above as though fully stated herein.

89. Through CenturyLink’s failures regarding: loop information; loop labeling; installation and repair delays; and address discrepancy, CenturyLink has unreasonably delayed and/or totally failed to offer network elements that the Commission and the Federal

Communications Commission have determined must be offered on an unbundled basis in a manner consistent with the Commission's or Federal Communications Commission's orders or rules requiring such offerings, in violation of Section 13-514(10) of the PUA, 220 ILCS 5/13-514(10).

90. As a direct result of the foregoing violations of Section 13-514 of the PUA, NTS has suffered, and will continue to suffer direct, proximate and consequential damages.

**COUNT NINE– CENTURYLINK’S ACTIONS VIOLATE SECTION 13-514(11) OF
THE ILLINOIS PUBLIC UTILITIES ACT**

91. NTS repeats the allegations contained in Paragraphs 17 through 21; 22 through 25; 35 through 37; 38 through 49; 50 through 53; 54 through 55; and 56 through 59 above as though fully stated herein.

92. Through CenturyLink’s failures regarding: loop information; loop labeling; address discrepancy; installation and repair delays; power disruption; unfair marketing; and slamming, CenturyLink has violated the terms of the ICA and therefore, has unreasonably violated its obligations imposed by Section 13-801.

93. This conduct by CenturyLink thereby violates Section 13-514(11) of the PUA, 220 ILCS 5/13-514(11).

94. As a direct result of the foregoing violations of Section 13-514 of the PUA, NTS has suffered, and will continue to suffer direct, proximate and consequential damages.

**COUNT TEN– CENTURYLINK’S ACTIONS VIOLATE SECTION 13-514(11) OF
THE ILLINOIS PUBLIC UTILITIES ACT**

95. NTS repeats the allegations contained in Paragraphs 26 through 34 above as though fully stated therein.

96. Through CenturyLink’s failures regarding inaccurate billing and poor dispute resolution, CenturyLink has imposed nonrecurring charges that have not been authorized under the Commission’s Order in ICC Docket No. 02-0864, thereby violating an order of the Commission regarding matters between telecommunications, carriers, in violation of Section 13-514(12) of the PUA, 220 ILCS 5/13-514(12).

97. As a direct result of the foregoing violations of Section 13-514 of the PUA, NTS has suffered, and will continue to suffer direct, proximate and consequential damages.

**COUNT ELEVEN – CENTURYLINK’S ACTIONS VIOLATE SECTION 9-250 OF
THE ILLINOIS PUBLIC UTILITIES ACT**

98. NTS repeats the allegations contained in Paragraphs 17 through 21; 22 through 25; 35 through 37; 38 through 49; 50 through 53; 54 through 55; and 56 through 59 above as though fully stated herein.

99. Section 9-250 of the Illinois Public Utilities Act provides that when “[t]he Commission shall have power . . . to investigate a single rate or other charge, classification, rule, regulation, contract or practice, or any number thereof, or the entire schedule or schedules of rates or other charges, classifications, rules, regulations, contracts and practices, or any thereof of any public utility, and to establish new rates or other charges, classifications, rules, regulations, contracts or practices or schedule or schedules, in lieu thereof.” 220 ILCS 5/9-250.

100. The Commission has the authority to investigate the rates, charges, classifications, rules, regulations, contract and practice associated with CenturyLink’s services.

101. CenturyLink’s actions show practices that are a substantial and material violation of Section 9-250 of the Illinois Public Utilities Act in that they are unjust, unreasonable and discriminatory, and the Commission is authorized to investigate such practices.

PARTIES

NTS requests that the following persons be placed on the official service list for the purposes of this proceeding:

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PRAYER FOR RELIEF

WHEREFORE, NTS respectfully requests that the Commission grant its Complaint, and enter judgment in favor of NTS and against CenturyLink, and that the Commission:

- A. Order CenturyLink to cease and desist from violating Section 13-514;
- B. Order CenturyLink to cease and desist from its breaching the terms of the ICA with NTS;
- C. Order CenturyLink to cease and desist from violating Section 9-250;
- D. Order CenturyLink to credit NTS for all inappropriate charges imposed since inception;
- E. Order CenturyLink to pay to NTS an amount equal to its direct, proximate and consequential damages, attorney fees and all other costs associated with bringing this action pursuant to Section 13-516(a)(3);
- F. Order CenturyLink to reimburse the Commission for the costs associated with proceeding pursuant to Section 13-515(g);
- G. Order CenturyLink to pay penalties of up to \$30,000 or 0.00825% of the telecommunications carrier's gross intrastate annual telecommunications revenue, whichever is greater, per violation pursuant to Section 13-516(a)(2);
- H. Grant NTS such other relief, including the imposition of penalties against CenturyLink, as mandated by statute or the Commission shall deem appropriate and just;
- I. That the Commission set this matter for consideration before an Administrative Law Judge in the Commission's Springfield offices.

April 19, 2012

A handwritten signature in black ink, appearing to read "Kristopher E. Twomey". The signature is fluid and cursive, with a long horizontal stroke at the end.

Kristopher E. Twomey
Counsel to NTS (D.C. Bar No. 979338)

_____/s/_____
Edward D. McNamara, Jr.
Local Counsel to NTS (Illinois Bar No.01862979)

Exhibit List

- A. Correspondence
- B. Mapquest Loop Length
- C. Lack of Loop Identification Records
- D. Example of Lack of Loop Identification
- E. Billing Disputes
- F. Recent Service Quality Reports
- G. Unfair Marketing
- H. Interim Interconnection Agreement

Exhibit A- Correspondence

Exhibit B- Mapquest Loop Length

Exhibit C- Lack of Loop Identification Records

Exhibit D- Example of Lack of Loop Identification

Exhibit E- Billing Disputes

Exhibit F- Recent Service Quality Reports

Exhibit G- Unfair Marketing

Exhibit H- Interim Interconnection Agreement

Certificate of Service

The undersigned attorney for NTS Services Corp. hereby certifies that he caused copies of the attached Amended Complaint to be served via email on each of the persons listed below:

Thomas M. Dethlefs
thomas.dethlefs@centurylink.com

Michael J. Lannon
mlannon@icc.illinois.gov

Matthew L. Harvey
mharvey@icc.illinois.gov

Qin Liu
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Janis Von Qaulen
jvonqual@icc.illinois.gov

A handwritten signature in black ink, appearing to read 'Kristopher E. Twomey', with a stylized, cursive script.

Kristopher E. Twomey

April 19, 2012